



REC'D TN
REGULATORY AUTH.

BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6301
Fax 615 214-7406

'99 APR 22 PM 3 08
April 22, 1999

Guy M. Hicks
General Counsel

OFFICE OF THE
EXECUTIVE SECRETARY

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: CSA TN98-2766-00
Docket No. 99-00210

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth Telecommunications, Inc.'s responses to the Authority's First Data Request in the above referenced matter.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

BellSouth Telecommunications, Inc.
TRA Docket No. 99-00210
TRA's First Data Request
Dated: April 22, 1999
Item No. 1
Page 1 of 1

REQUEST: Does the revised termination language identified in the "Additional Terms and Conditions" that replaced the original termination language in Section IX, Termination Liability, Paragraphs A and B of the contract apply only to termination of services purchased under the contract in Tennessee?

RESPONSE: Not applicable; see response to Item No. 4.

REQUEST: If the revised termination language referred to in No. 1 applies in Tennessee only, provide an illustration of the calculation of total termination charges due to BellSouth in Tennessee and other states, including all supporting details, assuming that the customer desired to terminate the CSA in all applicable states:

- A. At the midpoint of Contract Year 1.
- B. At the end of Contract Year 1.

RESPONSE: Not applicable; see response to Item No. 4.

BellSouth Telecommunications, Inc.
TRA Docket No. 99-00210
TRA's First Data Request
Dated: April 22, 1999
Item No. 3
Page 1 of 1

REQUEST: If the revised termination language referred to in No. 1 applies in all states under the CSA, address the impact of subsequent alteration to a contract that may be in operation in other states and/or previously approved by other jurisdictions?

RESPONSE: Not applicable; see response to Item No. 4.

BellSouth Telecommunications, Inc.
TRA Docket No. 99-00210
TRA's First Data Request
Dated: April 22, 1999
Item No. 4
Page 1 of 1

REQUEST: Did the customer assent to the revised termination language identified in the "Additional Terms and Conditions"?

RESPONSE: No. BellSouth advised the customer of this revised termination language and received verbal indications that the customer was agreeable with this revision. However, after reviewing this revised language in more detail, the customer has advised BellSouth that it considers the negotiated language in the original contract to be more favorable and has declined to accept the revised termination language.

BellSouth Telecommunications, Inc.
TRA Docket No. 99-00210
TRA's First Data Request
Dated: April 22, 1999
Item No. 5
Page 1 of 1

REQUEST: If the response to No. 4 is in the affirmative, provide evidence of the customer's agreement to the revised termination language identified in the "Additional Terms and Conditions".

RESPONSE: Not applicable; see response to Item No. 4.

**AMENDMENT TO
VOLUME AND TERM AGREEMENT**

This Amendment amends and modifies the Volume and Term ("V&T") Agreement entered into by and between BellSouth Telecommunications, Inc. ("BST") and Union Planters Bank, N. A. on April 16, 1998.

IN CONSIDERATION of the mutual premises, covenants and agreements made and continued herein, the parties hereby agree to the following:

Delete Section IX. E. and replace with the following:

Union Planters Bank, N. A. further acknowledges that it has options for its telecommunication services from service providers other than BellSouth and that it has chosen BellSouth to provide the services included in this Agreement. Union Planters Bank, N. A., therefore, agrees that if it terminates this Agreement or the services purchased pursuant to this Agreement, Union Planters Bank, N. A. will be responsible for the termination charges set forth in A and B above. Union Planters Bank, N. A., however, will not be responsible for termination charges if a certified reseller of BellSouth local service resells this Agreement to Union Planters Bank, N. A. and such reseller executes a written document agreeing to assume all of Union Planters Bank, N. A.'s obligations to BellSouth under this Agreement.

Except for the foregoing, the remaining terms and conditions of the Volume and Term Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the dates set forth below:

UNION PLANTERS BANK, N. A.

By: Cindy Wallace

Title: Telecom Manager

Date: April 22, 1999

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Billy L. Hartman

Title: Vice President + General Mgr.

Date: 4-22-99

PRIVATE/PROPRIETARY
Contains Private and/or Proprietary
Information. May Not Be Used or Disclosed
Outside The BellSouth Companies Except
Pursuant To A Written Agreement.

BellSouth Telecommunications, Inc.
TRA Docket No. 99-00210
TRA's First Data Request
Dated: April 22, 1999
Item No. 6
Page 1 of 1

REQUEST: Provide the quantity of accounts that would be utilized in computing the termination charges related to the implementation and administration costs associated with this CSA.

RESPONSE: The most current number of accounts is 2,019.